IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

AUTOFORM ENGINEERING GMBH, Plaintiff, v. ENGINEERING TECHNOLOGY ASSOCIATES, INC., Defendant.	)	Civil Action No. 2:10-CV-14141 Judge Arthur J. Tarnow Magistrate Judge R. Steven Whalen

CONSENT JUDGMENT

WHEREAS, AutoForm Engineering GmbH ("AutoForm") has charged Engineering Technology Associates, Inc. ("ETA") with infringement of U.S. Patent No. 7,623,939, entitled "METHOD FOR DESIGNING A TOOL FOR DEEP DRAWING AND TOOL FOR DEEP DRAWING OF SHEET METAL," and U.S. Patent No. 7,894,929, entitled "METHOD FOR THE DESIGNING OF TOOLS" (collectively, "the Patents-in-Suit"), as a result of ETA's manufacture, use, sale and/or offer for sale of its eta/Dynaform software, including ETA's Die Face Engineering ("DFE") Module;

WHEREAS, ETA has denied infringement of the Patents-in-Suit and challenged the validity and enforceability of the Patents-in-Suit; and

WHEREAS, the Court has been advised that AutoForm and ETA have consented to entry of this judgment within the meaning of FED. R. CIV. P. 54 and FED. R. CIV. P. 58.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this action, and jurisdiction over AutoForm and ETA.

2. AutoForm owns or controls the Patents-in-Suit and has standing to bring this action.

3. ETA, its officers, directors, employees, owners, representatives, principals, agents, servants, assigns, successors, parent and subsidiary companies, joint ventures, and any other business entity that either directly or indirectly controls or is controlled by ETA, including but not limited to ETA's fully owned subsidiary in China ("ETA China"), and those persons and entities who are in active concert or participation with ETA, or its officers, agents, servants, employees or attorneys, shall immediately cease making, using, selling, or offering for sale within the United States or importing into the United States, either directly or indirectly, any DFE Module, and they shall not induce any other person or entity to make, use, sell, or offer for sale within the United States or import into the United States, either directly or indirectly, any DFE Module. ETA shall take all reasonable steps to effect compliance with this Court's order.

a. The "AF Method" means any software or other computer-implemented method for designing an addendum (or portions thereof) for a die surface where the addendum is generated, at least in part, by creating two or more sectional profiles arranged between a component surface (including any fill surfaces) and a binder surface.

b. The "DFE Module" means any software or other computer-implemented method using, or capable of using, the AF Method, including but not limited to, ETA's Die Face Engineering module (rev. 5.9.2 or earlier) and any other software or computer-implemented method that otherwise lacks more than colorable differences therefrom, regardless of whether such software or method is branded as "DFE" or another name.

c. "DFE Module" does not mean any method for designing an addendum (or portions thereof) between a component surface and a binder surface where the addendum is generated using computer-aided-design or CAD-based technology, without directly or indirectly using the AF Method. DFE Module also does not mean any other functionality in ETA's Die Face Engineering (DFE) module or other ETA software which is unrelated to the generation of an addendum, such as ETA's INC solver software.

4. ETA shall desist in the above proscribed acts until such time that the Patents-in-Suit and any U.S. patents related to either or both of the Patents-in-Suit by a priority claim, either directly or indirectly through one or more other patents or applications, whether currently pending, issued, or issued in the future, are expired or otherwise determined to be invalid or unenforceable by a final judgment that is not subject to an appeal.

5. ETA voluntarily agrees not to challenge or cause to be challenged, directly or indirectly, the validity or enforceability of the Patents-in-Suit in any court or other tribunal, including the United States Patent and Trademark Office, except in defense to a subsequent charge of infringement by AutoForm or its assigns and/or successors against other software or computer-implemented methods than the DFE Module. ETA voluntarily waives any and all invalidity and unenforceability defenses in any future litigation, arbitration, or other proceeding, except in defense to a subsequent charge of infringement by AutoForm or its assigns and/or successors against other software or computer-implemented methods than the DFE Module. ETA further voluntarily agrees not to assist, aid or encourage others to challenge the validity or

enforceability of the Patents-in-Suit in any court or other tribunal, including the United States Patent and Trademark Office.

6. Within thirty (30) days from entry hereof, ETA agrees to provide notice of this Consent Judgment to all of its officers, directors, owners, representatives, principals, assigns, successors, parent companies, subsidiary companies, joint ventures, and any other business entity that either directly or indirectly controls or is controlled by ETA, including but not limited to ETA China.

7. All claims and counterclaims in this action are dismissed with prejudice.

8. The parties voluntarily relinquish any rights to appeal this Consent Judgment, or to challenge it in this Court or in any subsequent proceeding, including a civil contempt proceeding based on this Consent Judgment.

9. The Court shall retain jurisdiction for purposes of enforcement of this Consent Judgment. In addition, the Court retains jurisdiction, pursuant to *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375, 114 S. Ct. 1673 (1994) and the inherent authority of the Court to enforce its orders, over AutoForm, ETA, and the subject matter of this action and the settlement agreement, entered into by the parties in November 2014, for purposes of construing and enforcing the settlement agreement, including remedies for violation of said matters, and each party expressly reserves its rights to pursue the other parties for violation of said matters.

10. Each party will bear its own costs, expenses, and attorneys' fees for this action.

DATE: November 21, 2014

s/Arthur J. Tarnow
United States District Judge

Agreed To and Accepted By:	
By: ___Jeffry M. Nichols_________	By: ___David A. McClaughry_________
Gary M. Ropski (IL 2376636) Jeffry M. Nichols (IL 6273317) BRINKS HOFER GILSON & LIONE NBC Tower, Suite 3600 455 North Cityfront Plaza Drive Chicago, Illinois 60611 Telephone: (312) 321-4200 E-mail: gropski@brinkshofer.com E-mail: jnichols@brinkshofer.com Jon H. Beaupré (MI P66389, IL6298230) BRINKS HOFER GILSON & LIONE 524 S. Main Street, Suite 200 Ann Arbor, Michigan 48104 Telephone: (724) 302-6000 E-mail: jbeaupre@brinkshofer.com *Attorneys for Plaintiff AutoForm Engineering GmbH*	David A. McClaughry (P48816) Jeffrey P. Thennisch (P51499) INGRASSIA, FISHER & LORENZ, P.C. 1050 Wilshire Dr., Suite 230 Troy, Michigan 48084 Telephone: (480) 361 – 5060 E-Mail: dmcclaughry@ifllaw.com E-Mail: jeff@ifllaw.com *Attorneys for Defendant Engineering Technology Associates, Inc.*